

EXCLUSIVE PWT CUSTOMER MARKETING AGREEMENT

This marketing agreement is between NewEnergy East, L.L.C. (including but not limited to any current, future, direct or indirect subsidiaries, and affiliates) having its principal place of business at 551 5th Avenue, Suite 400 New York, New York 10176 ("NEE") and Powerweb Technologies, Inc., a New Jersey corporation, (including but not limited to any current, future, direct or indirect subsidiaries, and affiliates) having its principal place of business at 655 Niblick Lane, Suite 100, Wallingford, PA 19086 ("PWT"), collectively the "Parties".

NEE is a national energy supplier in the business of providing energy and energy services to various industries.

PWT is in the business of providing interactive energy dispatch systems (Omni-Link®) to energy suppliers in order to offer customers additional energy related "value added" services.

PWT is engaged in sales activities and wishes to bring energy customers to NEE ("Customer") in an effort to sell these interactive energy systems and other energy related services.

The Parties hereby enter into to this agreement to develop projects by utilizing Omni-Link technology to exploit opportunities and create revenues through the sale of electrical capacity and other energy savings programs by the operation of standby generators through the Pennsylvania Jersey Maryland Interconnect ("PJM") or New York Independent System Operator ("NY ISO").

Project development responsibilities:

Powerweb will be responsible for

- (i) creation of a detailed project implementation plan, schedule and cost analysis
- (ii) turnkey Design Engineer Procure Construct (EPC) of an Omni-Link system
- (iii) post installation software and hardware maintenance of the Omni-Link system

NewEnergy, acting as the customer representative, will be responsible for:

- (i) supervision of the design and installation of the Omni-Link system
- (ii) development of generator dispatch operation procedures
- (iii) structure and execution of contracts for the sale of capacity and energy created by operation of generators
- (iv) PJM or NY ISO liaison
- (v) assisting customer staff in operating the generator dispatch system
- (vi) collecting and distributing revenues

PWT Customer acceptance

This agreement is solely to develop projects for a specific set of customers that shall be determined by mutual consent. PWT agrees to identify prospects to NEE in advance of making any offer. NEE will notify PWT within five business days if the prospect is acceptable and covered under this agreement as an attachment to this Agreement, the "Customer List".

For PWT

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For NEE

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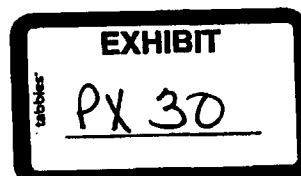


EXHIBIT B

Distribution of revenues:

NEE proposes to share the net revenues from capacity and energy sales generated by the Omni-Link dispatch system with Customer. Net revenues will be actual payments received for capacity and energy sales ("Receipts") less system design, installation, maintenance, operation, financing and transactional costs ("Costs"). Customer share and costs have not yet been determined, or who will be responsible for Costs. This will be done in the final form of contract with Customer which shall be appended to The Agreement. NEE will reimburse Costs directly to whomever incurs them from Receipts. Net revenues less Customer share is profit, which shall be shared equally, in the manner described herein, between NEE and PWT for the term of the agreement reached with Customer. It is agreed that the terms of this profit distribution agreement will be modified to mirror the terms of the agreement with Customer, including, but not limited to term, Costs and distribution of revenues.

Electrical capacity: PJM (ALM) & New York Independent System Operator (ICAP)

Reserve Capacity Sales : PWT and NEE will share equally in the profit generated from the sale of ALM or ICAP reserve capacity. NEE will be responsible for obtaining a highly competitive price for capacity for Customer. NEE will provide notification to PWT of the proposed terms and the time, date when NEE intends to close a capacity transaction for a capacity contract term one month or longer no later than one week prior to the closing. Prior to completing the transaction NEE will notify PWT by telephone of the proposed price. If, at that time, PWT is able to secure a higher bid price for the capacity, under the same terms, NEE will make best efforts to secure that higher price for Customer with the intent to be within 15% of that higher price. For capacity contract terms less than one month no notification to PWT is required prior to closing, NEE will close the terms at its sole discretion. For the purposes of profit distribution capacity revenue will be determined by taking the actual payment received for capacity from the capacity purchaser. For the purposes of reporting NE will indicate the price Customer ALM capacity is sold for and the capacity clearing price on the day the capacity was sold. Notices for capacity transactions may be sent by facsimile to the offices at the addresses in the Agreement, or as otherwise notified in writing.

Other energy savings programs: Leveraged Energy Procurement (Load Shaping):

PWT and NEE will share equally in all profit generated from the load shaping with Customer's generators. For the purposes of profit distribution load shaping revenue will be determined by taking the actual payment received for energy displaced by the generators less the value of the energy previously secured by NewEnergy in a futures contract, or equivalent.

System Installation:


NEE agrees to utilize an Omni-Link host software dispatch and monitoring system for this program. This system will act as the generator dispatch verification method between the PJM, Customer, NEE and PWT. NEE agrees to propose a "total packaged" system comprising of Omni-Link host software and controls for every location where revenues are created through the sale of electrical capacity and other energy savings programs by the operation of the Customer standby generators under this Agreement. If Customer elects not to install a "total packaged" system, the profit distribution between NEE and PWT will be the same as if an Omni-Link system had been installed.

Additional Omni-Link system sales:

PWT agrees to share equally with NEE any profit generated from sales of additional Omni-Link equipment and services.

For PWT 

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For NEE 

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The term of this Agreement shall be for one year. Any notice(s) to be given under this Agreement shall be made by registered or certified mail to the addresses herein, or as notified in writing by either Party. Any amendments or alterations hereto shall be valid only when made in writing and executed by authorized representatives of both parties. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party.

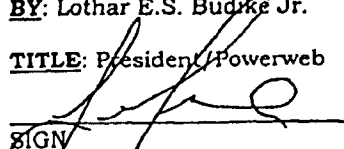
The Parties agree that this letter agreement shall interpreted under the laws of the Commonwealth of Pennsylvania and that they shall seek to enforce its provisions only in the courts of the Commonwealth of Pennsylvania.

This agreement, in addition to the non-disclosure agreement previously executed, represent the entire agreement between the Parties.

POWERWEB TECHNOLOGIES, INC.

BY: Lothar E.S. Budike Jr.

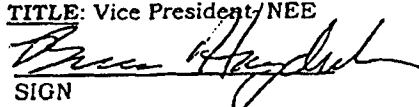
TITLE: President/Powerweb


SIGN

NEWENERGY EAST, L.L.C.

BY: Mr. Brian Hayduk

TITLE: Vice President/NEE


SIGN

Acknowledged and agreed to on this 8th day of February 2000:

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